

PARKING STRUCTURE LEASE AGREEMENT

This Parking Structure Lease Agreement (the "Lease") is made and entered into on April 01, 2013 (the "Effective Date") by and between R7 Real Estate, Inc. of 222 West 6th Street, San Pedro, CA, 90731 (the "Lessor") and San Pedro Property Owners' Alliance of 390 West 7th Street, San Pedro, California, 90731 (the "Lessee"), collectively known as the "Parties." The Parties hereby agree as follows:

Terms and Conditions

1. Term

Lessor hereby leases to Lessee the Parking Structure located at 222 West 6th Street, San Pedro, California 90731. The lease will start on April 01, 2013 and will continue as a month-to-month tenancy until such time as it is terminated by either party as provided for in Section 6 of this agreement.

2. Days and Hours of Operation

Lessee may operate the parking structure from 5:00 pm – midnight (weekdays) and from noon – midnight (weekends). A calendar of events is attached and marked as Exhibit A.

Additional dates may be added upon mutual agreement of Lessee and Lessor.

3. Staffing

Lessee shall provide uniformed staff to collect parking fees from guests using the facility during its permitted hours of operation. In addition, Lessee shall use its Public Safety Ambassadors (PSA's) to provide security for the facility, including guest escorts to vehicles if requested, during operating hours.

4. Facility Cleaning

Lessee shall clean the facility removing all trash, emptying trash receptacles and removing discarded items on the day following facility operation.

2. Rent

Lessee shall charge \$3.00 per vehicle and agrees to pay \$2.00 per vehicle to Lessor as rent. Rent from SPPOA for the prior month shall be made by the 5th of each month to Lessor or his or her agent by mail or in person to Lessor or his or her agent at their respective addresses as noted above. Lessee shall provide Lessor a reconciliation of parking tickets sold and revenue supporting each monthly payment. This reconciliation shall accompany Lessee's monthly payment to Lessor. Lessee shall remit all taxes collected as part of guests' payments to use parking spaces within the structure to the City of Los Angeles.

3. Liability

Lessor shall not be responsible for damage or loss to possessions or items left in guest vehicles. Lessor shall not be responsible for damage to guests vehicles, whether or not such damage is caused by other vehicle(s) or person(s) in the parking lot and surrounding area.

4. Insurance

Lessee shall provide Garage Keepers Liability Insurance, naming Lessor as additional insured, in an amount not less than two million (\$2,000,000) dollars. In addition all employees of Lessee shall be covered by Workers' Compensation Insurance in an amount not less than one million (\$1,000,000) dollars. All contractors hired by Lessee shall provide Lessee with evidence of Liability and Workers' Compensation in the above stated limits naming Lessee as additional insured.

5. Utilities and Equipment

Lessor shall provide, at its sole expense, electricity to adequately illuminate the parking structure. Lessor shall allow lessee and lessee's guests use of existing elevators during hours of operation. Lessor shall provide Lessee with the necessary equipment to operate the existing parking control equipment and to secure the parking structure after normal hours of operation.

6. Termination

Either party may terminate this Lease by providing at least 30 days written notice to the other party. Any such notice shall be directed to a party at the party's address as listed in this Lease.

7. Governing Law

This Agreement shall be governed by the laws of California.

8. Entire Agreement

This Lease contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Lease. This Lease supersedes any prior written or oral agreements between the parties.

9. Severability

If any provision of this Lease will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

10. Amendment

This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

11. Waiver of Contractual Rights

The failure of either party to enforce any provision of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

12. Assignment

Neither party may assign or transfer this Lease without the prior written consent of both parties.

IN WITNESS WHEREOF, this Lease has been executed and delivered in the manner prescribed by law as of the Effective Date first written above.

LESSOR

R7 Real Estate, Inc.

Date: _____

LESSEE

San Pedro Property Owners' Alliance

Date: _____



Parking Structure Procedures

222 West 6th Street
San Pedro, CA 90731

Program Overview:

San Pedro Property Owners' Alliance (SPPOA) and Pacific Place Office have entered into an agreement effective April 1, 2013 that allows SPPOA to utilize the parking structure located at 222 W. 6th St for public parking for First Thursdays and other special events that occur in the downtown San Pedro area.

Location: 222 West 6th St. Entrance: Centre St. between 5th & 6th St.

Days of Operation: First Thursday, Large Performances at WGT, Sundays (May-Oct), Special Events

Times of Operation: 5:00 PM – 12:00 AM (evenings), 11:00 AM – 7:00 PM (Sundays)
(Other hours as mutually agreed)

Parking Fee: \$3.00 per vehicle (flat rate)

Ticketing: The PSA stationed at the entrance shall be provided with sequentially numbered parking tickets. Upon payment of the parking fee by each guest the PSA shall issue the guest a parking ticket and instruct the guest to place the ticket clearly visible on the vehicle's dashboard. Also, the PSA will provide each vehicle with a PBID Dining Guide when entering the parking structure.

Staffing: A Public Safety Ambassador (PSA) or other uniformed SPPOA representative shall be stationed at the parking structure entrance from 5:00 PM – 9:00 PM or later. Other PSA's shall patrol the parking structure during operational hours to provide guest assistance and deter unwanted behavior.

Directional Signs: "A" frame with directions to the parking structure shall be placed at the following locations –

- Structure Entrance
- 5th & Centre
- 6th & Centre
- 5th & Harbor
- 6th & Harbor

At the conclusion of the evening the PSA's shall pickup all directional and store them in a designated area.

Parking Structure Access: The building owner will provide elevator access to all floors during hours of operation. The parking gates at the parking structure entrance will be placed in the up (open) position by the building owner at the beginning of the daily operation by SPPOA. At the conclusion of the day's operation the PSA shall contact the building owners' security personal to place the entrance gates in the down (closed) position.

Cash Handling: The PSA stationed at the entrance shall be provided a \$25.00 bank which will be used for making change. A drop safe is provided for the safekeeping of cash, ticket stubs and reports. Periodically during the hours of operation excess cash shall be placed in the drop safe. At the end of the daily operation the PSA shall drop all sold parking ticket stubs, the \$25.00 bank and all remaining parking revenue in the drop safe.

SPPOA staff shall remove the contents of the drop safe on the next business day. Staff will complete a reconciliation report matching tickets used and revenue received.

Staff shall deposit parking revenues no less than monthly into the SPPOA operating account at Malaga Bank.

Parking Structure Inspection: SPPOA shall walk the structure the next business day after use. Any remaining trash shall be removed by Clean San Pedro.

Safety & Security: The safety and security of our guests, employees, parking structure owner and contractors is our primary concern. Should a situation arise where the well-being of anyone may be compromised the involved party should seek PSA or police assistance. In the event that an individual may attempt to potentially harm anyone or obtain illegal possession of property the person involved should comply with the intruder's request and seek assistance when safe to do so.

Telephone Numbers:

PSA's **310.303.4471** LAPD **911** Port Police **310.732.3500**

Parking Garage Revenue Report

Hours of Operation				Parking Tickets				Revenue				Variance		
Date	Open	Close	Starting No.	Ending No.	Total Used	Paid	Comps	Price	Total	Pacific Place	City Tax	SPPOA	DEPOSIT	Cash
1/31/16	5:00	10:00	2654	2721	67	62	5	5.00	310.00	206.77	31.00	72.23	310.00	0.00
2/8/16	6:00	12:00	2721	3104	383	383		3.00	1,149.00	766.38	114.90	267.72	1,149.00	0.00
2/12/16	5:00	10:00	3104	3206	102	75	27	5.00	375.00	250.13	37.50	87.38	375.00	0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.00
									0.00	0.00	0.00	0.00		0.0

EXAMPLE ONLY